



Service Agreement – Funding and Service Details

Community Services and Child Safety

Version 1.4

PLEASE NOTE:

The Service Agreement comprises two parts:

- Funding and Service Details
- Standard Terms

THE PARTIES:

STATE OF QUEENSLAND, through the Department of Communities, Child Safety and Disability Services

and

Funded organisation	
ABN/ACN	
Service Agreement number	

1. Formation of Service Agreement

1.1 Service Agreement

- (a) A Service Agreement will be formed when these Funding and Service Details have been signed by both parties.
- (b) These Funding and Service Details must be read together with the Standard Terms*.

**Note: Refer to the definition of 'Standard Terms' in clause 5 (Definitions and interpretation).*

1.2 Commencement and duration

Agreement Commencement Date	
Agreement Expiry Date	

1.3 Funding Schedules

Each attached Funding Schedule prescribes:

- (a) Funding that We will provide to You, including the basis on which the Funding will be paid; and
- (b) the Services that You must deliver, specified in item 6.1.

1.4 Further versions and variation of terms

- (a) If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme* that You must comply with, meet or have regard to, or that applies to any of the Funding or the Services:
 - (i) We may, from time to time, issue or approve a new version of that document, specification, guideline, policy, standard, framework or scheme;
 - (ii) We will notify You about any new version, the date that it is to take effect from and the Funding or Services to which it relates; and
 - (iii) from the date of effect stated in the notice, the new version will apply to the Funding or Services described in the notice.

**Note: If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme published or available on Our Website and You cannot locate it on Our Website, please contact Us and We will assist You or provide You with a copy.*

- (b) We may, from time to time, vary clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation). This may include varying or omitting existing provisions or inserting new provisions. We will notify You about any such variation and the date that it is to take effect. From the date of effect stated in the notice, the varied clause will apply to all Funding and Services under the Service Agreement, including Funding already provided, or agreed to be provided, to You as at that date.
- (c) Nothing in clauses 1.4(a) or (b) will limit or affect any right of action or remedy that has accrued as at the date that the:
 - (i) new version of a document, specification, guideline, policy, standard, framework or scheme; or
 - (ii) varied clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation),takes effect.

2. Address and Contact details

2.1 Your address and Your Contact Officer

Your Contact Officer (person and/or position)	
Postal address	
Telephone number	
Fax number	
E-mail address	

2.2 Our address and Our Contact Officer

Our Contact Officer (person and/or position)	
Postal address	
Telephone number	
Fax number	
E-mail address	

Note: These are the general address and contact details for the Service Agreement, including for the purposes of sending any notices under the Service Agreement.

3. Departures from Standard Terms

3.1 Clauses in Standard Terms that do not apply

The following clauses in the Standard Terms do not apply to the Service Agreement:

Not applicable

3.2 Clauses in Standard Terms that are modified

The following clauses in the Standard Terms are modified in the way specified below.

Clause from Standard Terms	Modification
Clause 27 (Dispute resolution)	You cannot seek a review under clauses 27.1 or 27.2 of the Standard Terms in relation to action We take under clause 4.3(e) or 4.8(e)(ii) of these Funding and Service Details.

4. Specific Terms of Funding

4.1 Quality Standards

The Services must be delivered in compliance with the Quality Standards unless We notify You otherwise.

4.2 Assessment of compliance

- (a) You may be required to demonstrate or provide evidence that Services are being delivered in compliance with the Quality Standards.
- (b) The Quality Framework* specifies the types of human services:
 - (i) that are In-Scope for Certification;
 - (ii) that are Self-Assessable; or

- (iii) in relation to which We may accept other current accreditation or certification as evidence that the Services are being delivered in compliance with the Quality Standards.

**Note: Refer to clause 1.4 regarding Our ability to issue new versions from time to time.*

- (c) Despite clause 4.2, We may notify You that Services are considered to be of a type described in subclauses 4.2(b)(i), (b)(ii) or (b)(iii) and, following receipt of such a notice, those Services will be treated as such for the purposes of the Service Agreement.

4.3 Certification

- (a) For Services that are In-Scope for Certification as at the Schedule Start Date, You must achieve Certification covering the Services by the earlier of:
 - (i) the completion of the first Certification Audit of You to occur after the Schedule Start Date; or
 - (ii) 18 months after the Schedule Start Date,unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.
- (b) For Services that become In-Scope for Certification at a date after the Schedule Start Date, You must achieve Certification covering the Services by the earlier of:
 - (i) the completion of the first Certification Audit of You to occur after that date; or
 - (ii) 18 months after that date,unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.
- (c) You must maintain all required Certification for the remainder of the Term.
- (d) You must cooperate with any Certification body in relation to any Certification Audit or other process under the Certification Scheme.
- (e) If You fail to achieve Certification within the timeframe required under clauses 4.3(a) or (b) or Certification is withdrawn, then, despite anything elsewhere in the Service Agreement, We may, by giving You notice, immediately suspend the Funding, or terminate the Funding Schedule, for any Services to which the Certification relates. We may do this without following the show cause process in the Standard Terms.
- (f) If, under clause 4.3(e):
 - (i) a Funding Schedule is terminated, the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply; or
 - (ii) the Service Agreement is terminated, the provisions in clauses 13.3(b) and 13.3(c) of the Standard Terms will apply.

4.4 Self-assessment

- (a) Subject to clause 4.4(b), for Services that are Self-Assessable:
 - (i) You must self-assess whether those Services are being delivered in compliance with the Quality Standards, using the self-assessment tool available on Our Website and in accordance with the Quality Framework; and
 - (ii) You must promptly and, in any case, immediately upon request, provide a copy of Your self-assessment to Us.
- (b) Clause 4.4(a) does not apply if You hold any current Certification.

4.5 Other accreditation or certification

For Services of a type described in clause 4.2(b)(iii), You must:

- (a) promptly and, in any case, immediately upon request, provide to Us a copy of any relevant accreditation or certification, together with any supporting or additional information that We may request; and
- (b) maintain that accreditation or certification for the Term.

4.6 Performance review or audit rights not limited

Nothing in clauses 4.2 to 4.5 limits Our Performance Review or audit rights under the Standard Terms.

4.7 Audit reports

You agree that:

- (a) any Certification body that conducts a Certification Audit of You may provide Us with a copy of any audit report prepared and any information about You or any of the Services obtained in the course of conducting the Certification Audit; and
- (b) We may use any such Certification Audit report or information as part of Our standard and performance monitoring to ensure that You are complying with Your obligations under the Service Agreement.

4.8 Licensing Requirements for Child Safety Placement Services

- (a) Without limiting any other provision of the Service Agreement, if the Services are, or include, Placement Services, clauses 4.8(b) to 4.8(d) apply.
- (b) If You hold a Care Service Licence to deliver services of the same type as the Services that the Funding is provided for and the address or service outlet through which the Services will be delivered is not included under the Care Service Licence:
 - (i) You must apply in the Approved Form for the Care Service Licence to be amended to include the address or service outlet, within 30 days of receiving the first payment of the Funding; and
 - (ii) Your application must be successful.
- (c) If You hold a Care Service Licence and the Care Service Licence does not include services of the same type as the Services that the Funding is provided for:
 - (i) You must apply in the Approved Form for the Care Service Licence to be amended to include services of the relevant type, within 30 days of Us inviting You to so apply; and
 - (ii) Your application must be successful.
- (d) If You do not hold a Care Service Licence, You must:
 - (i) apply in the Approved Form for a Care Service Licence that includes services of the same type as the Services that the Funding is provided for, within 30 days of Us inviting You to so apply; and
 - (ii) Your application must be successful.

Note: Refer to clause 4.3 about Certification obligations. These apply in addition to the licensing obligations in this clause 4.8.

- (e) If You hold a Care Service Licence, or are approved or otherwise authorised to deliver a service or activity under the Child Protection Act or another Act or regulatory scheme:
 - (i) You must ensure that the grounds and conditions upon which the licence, approval or authority was given, continue to be met for the duration of the Service Agreement; and
 - (ii) if the Care Service Licence, approval or authority is suspended, cancelled or surrendered, We may, by giving You notice, immediately vary or suspend the Funding, or terminate the Funding Schedule, for any Services:
 - A. to which the Care Service Licence, approval or authority relates;
 - B. that the Care Service Licence, approval or authority is required to lawfully deliver.We may do this without following the show cause process in the Standard Terms.
- (f) If, under clause 4.8(e)(ii):
 - (i) a Funding Schedule is terminated, the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply; or
 - (ii) the Service Agreement is terminated, the provisions in clauses 13.3(b) and 13.3(c) of the Standard Terms will apply.

4.9 Records and files for Service Users subject to Child Protection Act

- (a) You must maintain an individual file for each Service User.
- (b) Where the file or record relates to a Service User who is known to the State through the administration of the Child Protection Act, You must:
 - (i) allow Our officers or employees access to the file or records; and

- (ii) give the file or record to Us in the event that:
 - A. You cease to deliver the Services;
 - B. the Service User to whom the file or record relates is no longer subject to the Child Protection Act; or
 - C. the Service User to whom the file or record relates turns eighteen years of age.
- (c) Where, under clause 4.9 (b)(ii), We require You to give Us files or records, You:
 - (i) must give Us the original files and any records; and
 - (ii) may only keep copies of original files or records for recordkeeping purposes.
- (d) You must comply with all directions given to You by Us regarding the storage and destruction of any files or records (including copies of files) created during the performance of the Service Agreement.
- (e) This clause 4.9 will survive termination or expiration of the Service Agreement.

4.10 Notification

Without limiting anything in the Standard Terms, You must immediately notify Us if:

- (a) You become aware of the death of, or life threatening injury or situation suffered by or involving, a Service User; or
- (b) You become aware of an incident described in clause 4.5(d) of the Standard Terms that involves harm, within the meaning of the Child Protection Act, to any Service User who is subject to the Child Protection Act.

5. Definitions and interpretation for Funding and Service Details

5.1 In these Funding and Service Details, unless otherwise stated or a contrary intention appears:

“**Approved Form**” means the form approved by Us and provided or notified to You;

“**Care Service Licence**” means a licence to deliver care services, issued under the Child Protection Act;

“**Certification**” means certification for the purposes of the Certification Scheme, by an external body accredited by JAS-ANZ, that human services comply with the Quality Standards;

“**Certification Audit**” means a certification, re-certification or maintenance audit conducted under the Certification Scheme;

“**Certification Scheme**” means the ‘Human Services Scheme Part 1 – Common requirements for bodies certifying Human Services’ and ‘Human Services Scheme Part 2 – Additional requirements for bodies certifying Human Services in Queensland’ approved by JAS-ANZ under which bodies accredited by JAS-ANZ can, through Certification Audits, certify and re-certify that an organisation is delivering human services in compliance with the Quality Standards, published on the website at

www.jas-anz.com.au or such other website as We may from time to time notify You;

“**Child Protection Act**” means the *Child Protection Act 1999*, as amended from time to time;

“**Geographic Catchment Area**” means:

- (a) if the Funding is from the community services funding stream, the area or areas where the Services are to be delivered, which, unless described otherwise, correspond to Australian Bureau of Statistics Statistical Areas; and
- (b) if the Funding is from the child safety funding stream, the area or areas where the Services are to be delivered, which, unless described otherwise, correspond to Our child safety service centre catchment areas or Australian Bureau of Statistics Statistical Areas;

“**In-Scope for Certification**” means human services of a type subject to the audit and Certification requirements of the Certification Scheme, determined under the Quality Framework;

“**JAS-ANZ**” means the Joint Accreditation System of Australia and New Zealand;

“**Online Reporting System**” means Our online reporting system for the electronic lodgement of data and reports under the Reporting Requirements, which system includes:

(a) **OASIS** available at: <http://www.communities.qld.gov.au/gateway/funding-and-grants/online-acquittal-support-information-system-oasis>; and

(b) **CSIS** available at: <http://secure.communities.qld.gov.au/csis>;

“**Our Website**” means the website at <http://www.communities.qld.gov.au> or such other website as We may from time to time notify You;

“**Placement Services**” means, in relation to Services, out-of-home care which involves physical, psychological and emotional care for children and young people when assessment by Us indicates that separation from their family is unavoidable to ensure the child or young person’s safety or wellbeing;

“**Quality Framework**” means the ‘Human Services Quality Framework’ version 3.0, published on Our Website;

“**Quality Standards**” means the ‘Human Services Quality Standards’ forming part of the Quality Framework;

“**Self-Assessable**” means human services of a type subject to self-assessment for compliance with the Quality Standards, determined under the Quality Framework; and

“**Standard Terms**” mean the document titled ‘*Service Agreement - Standard Terms*’ version 1.1, published on the website at <http://www.hpw.qld.gov.au> or such other website as We may from time to time notify You, as updated or replaced from time to time in accordance with clause 1.2(d) of the Standard Terms.

Note: If You cannot locate the Standard Terms, please contact Us and We will assist You or provide You with a copy.

5.2 References to ‘items’ mean items in a Funding Schedule.

5.3 Subject to clause 5.1, capitalised terms used in these Funding and Service Details have the meanings given in the Standard Terms.

EXECUTED as an Agreement

SIGNED for and on behalf of **STATE OF QUEENSLAND**,
acting through the Department of Communities, Child
Safety and Disability Services by:

(name)

(title)

)
)
)
)
)
)
)
)
)
)

_____ (signature)

a duly authorised person, in the presence of:

_____ (signature of witness) _____ (date)
_____ (name of witness)

[EXECUTION CLAUSE – Entity Other Than A Company. DELETE THIS TEXT]

SIGNED by **[insert name] [insert position]** for and on
behalf of **[insert name of funded organisation]** as its
duly authorised officer, in the presence of:

(signature of witness) _____ (date)
_____ (name of witness)

)
)
)
)
)
)
)
)
)
)

[OR EXECUTION CLAUSE – Company. DELETE THIS TEXT]

SIGNED for and on behalf of **[insert name of corporation]** in accordance with section 127 of the *Corporations Act 2001*

_____ (signature of director/secretary) _____ (signature of director)
_____ (name of director/secretary) _____ (name of director)
_____ (date)

FUNDING SCHEDULE:

1. RELEVANT SERVICE AGREEMENT

This Funding Schedule relates to Service Agreement number [insert].

2. IMPORTANT DATES

Schedule Start Date	
Schedule End Date	
Establishment Date	

3. SERVICE OUTLETS

- (a) Your service outlet details for delivery of the Services, as they appear on Our Online Reporting System (**OASIS**), are set out below.

Service outlet number	Service outlet	Departmental region where service outlet is located

- (b) You must ensure that Your service outlet details, including service outlet name, contact person or position, street, postal and email addresses, telephone and fax numbers, are current on Our Online Reporting System (**OASIS**).

Note: These are Your service outlet details in relation to delivery of the Services under this Funding Schedule. Address and contact details for the Service Agreement generally, including giving and receiving notices, are specified in clause 2 of the Funding and Service Details.

4. FUNDING UNDER FUNDING SCHEDULE

The Funding We will provide to You is specified below.

Funding stream	
Total Funding (excl. GST)	\$ comprising the per-annum and one-off Funding amounts set out in more detail in item 5.

5. FUNDING DETAILS

5.1. Per annum Funding

Description	Funding amount (excl. GST)
Salary-related items	\$
Other expense items	\$
Total Funding (per annum)	\$

5.2. One-off Funding

(a) One-off Funding for purchase of Assets

Description	Funding amount (excl. GST)
	\$

(b) Other one-off Funding

Description	Funding amount (excl. GST)
	\$

6. DETAILS ABOUT SERVICES

6.1. Services

The Services You must deliver are specified below.

Service Users	
Service type(s)	
Service particulars	
Geographic Catchment Area	
Operating hours	
After hours and closure arrangements	

6.2. Deliverables

The required Deliverables for the Services are specified below.

Service User code	Service type code	Output	Quantity per annum	Number of Service Users	Funding amount per annum (excl. GST)
				Total amount	#[insert]

6.3. Service Delivery Requirements

It is a Service Delivery Requirement that, in delivering the Services, You must:

- (a) comply with all provisions titled (or that include in the title) 'Requirement'; and
- (b) give consideration to all provisions titled (or that include in the title) 'Consideration',

in the sections of the document(s) specified below, published on Our Website.

Document name	Document sections

7. REPORTING REQUIREMENTS

The Reporting Requirements for the Funding and the Services are specified below.

7.1. Performance measures

You must collect and report on the following performance measurement data in relation to the Services. The table in item 7.2 contains the requirements for reporting on this performance measurement data.

Service User code	Service type code	Output measures	
Service User code	Service type code	Throughput measures	
Service User code	Service type code	Demographic measures	
Service User code	Service type code	Outcome measures	
Service User code	Service type code	Other measures	

7.2. Data, statements and reports You are to submit

You must submit the data, statements and reports specified below, in each case by the due date and in accordance with the details and standard of reporting requirements and lodgement requirements specified below.

	Reporting period and due date	Details and standard of reporting	Lodgement
[Delete any prepopulated reports that aren't relevant]			
CSIS Data	Reporting period: monthly Due date:	You must enter Your Service User data on Our Online Reporting System (CSIS).	We will download Your data from Our Online Reporting System (CSIS) on or after the 8 th day of each month

	within 7 days after the end of each month		
Directors' Certification	<p>Reporting period: quarterly</p> <p>Due date: within 28 days after the end of each quarter</p>	<p>You must complete and submit* the form titled 'Directors' Certification' available on Our Website.</p> <p><i>* Note: If the Service Agreement includes more than one Funding Schedule or You have more than one Service Agreement with Us, You are only required to complete and submit one organisational-level Directors' Certification for each reporting period.</i></p>	submitted via Our Online Reporting System (OASIS)
Performance Measurement Data	<p>Reporting period: quarterly</p> <p>Due date: within 28 days after the end of each quarter</p>	<p><i>Performance Measurement Data</i> as specified in item 7.1 must be collected in accordance with the counting rules contained in the <i>Outputs and Performance Measures Catalogue</i> available on Our Website and any data requirement contained in the applicable investment specification document listed at item 6.3.</p>	submitted via Our Online Reporting System (OASIS)
Financial Statements	<p>Reporting period: annual</p> <p>Due date: in accordance with the lodgement period of Your incorporating legislation, or if not otherwise stated, within 6 months of the end of Your financial year</p>	<p>For the Service Agreement, You, as an organisation, are considered by Us to be a 'Reporting Entity' as set out in the <i>Statement of Accounting Concepts (SAC1)</i>, <i>Definition of the Reporting Entity</i> prepared by the <i>Public Sector Accounting Standards Board</i> of the <i>Australian Accounting Research Foundation</i> and by the <i>Accounting Standards Review Board</i>.</p> <p><u>Financial Statements Requirement 1 of 2</u> You must provide Us with an audited financial report of You, as a Reporting Entity, for each financial year*, which report is prepared at an organisation level and must be:</p> <ol style="list-style-type: none"> in the form of either a <i>General Purpose Financial Report</i> or a <i>Special Purpose Financial Report</i> (see below), as determined to be appropriate for You; and prepared in accordance with the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i>. <p><i>*Note: If the Service Agreement includes more than one Funding Schedule or You have more than one Service Agreement with Us, You are only required to submit one copy of Your General Purpose Financial Report or Special Purpose Financial Report to Us for each financial year.</i></p> <p>Any <i>Special Purpose Financial Report</i> must adopt the following as minimum reporting standards:</p> <ol style="list-style-type: none"> accrual accounting; compliance with classification, recognition and measurement guidance of the <i>Australian Accounting Standards</i> and other mandatory reporting requirements; and disclosure necessary to give a 'true and fair view' or 'present fairly' so as to ensure financial reports are not misleading. <p>Any <i>Special Purpose Financial Report</i> must include:</p>	submitted via Our Online Reporting System (OASIS)

		<p>a. statement of profit and loss; b. statement of financial position; c. statement of cashflows; d. notes to and forming part of the financial statements; e. directors' statement/declaration; f. a 'basis of preparation' note as per the recorded board resolution regarding the basis of preparing financial reports, including all aspects of accounting standards that have not been complied with; and g. independent audit report.</p> <p><i>Financial Statements Requirement 2 of 2</i> You must also provide an <i>Annual Acquittal Statement</i> for the Funding received from Us under this Funding Schedule during each financial year, which acquittal must:</p> <p>a. be in the form of a <i>Special Purpose Financial Report</i>*; b. apply the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i> in the same manner to that used to satisfy the requirements for annual financial reporting; and c. include:</p> <p>i. statement of profit and loss; ii. statement of assets and liabilities; iii. directors' statement/declaration; and iv. independent audit report.</p> <p><i>*Note: refer to Our sample Special Purpose Financial Report available on Our website which is provided as a guide only.</i></p> <p>If You are a local government, tertiary institution or a Queensland statutory body You are only required to provide Us with an Annual Acquittal Statement (<i>Financial Statements Requirement 2</i>).</p>	
<i>[insert in italics]</i>	<p>Reporting period: [insert]</p> <p>Due date: [insert]</p>	[insert]	[insert]

8. TIMING OF FUNDING PAYMENTS

Payments of the Funding will be made in instalments as specified below.

Funding type	Payment basis and due dates
Per annum Funding (see item 5.1)	<p>[Select one option only, DELETE all other options]</p> <p>[Option 1: Quarterly Payments with Quarterly Reporting Requirements. DELETE this heading]</p> <p>The first quarterly instalment will be paid within 28 days after the Schedule Start Date. Provided that You are up-to-date with the Reporting Requirements, each remaining quarterly instalment will be paid to You within 28 days after You have submitted all data, statements and reports that You are required to submit during,</p>

	<p>or in relation to, the immediately preceding quarter, as specified in item 7.2.</p> <p>[Option 2: Quarterly Payments with Annual Reporting. DELETE this heading]</p> <p>The first quarterly instalment will be paid within 28 days after the Schedule Start Date. Provided that You are up-to-date with the Reporting Requirements, each remaining quarterly instalment will be paid to You within 28 days after the commencement of the relevant quarter.</p> <p>[Option 3: Annual Payments with Annual Reporting. DELETE this heading]</p> <p>The first annual instalment will be paid within 28 days after the Schedule Start Date. Provided that You are up-to-date with the Reporting Requirements, each remaining annual instalment will be paid to You in advance, within 28 days after receipt of the [insert report that triggers payment].</p>
<p>One-off Funding (see item 5.2)</p>	<p>[Select one option only, DELETE all other options]</p> <p>[Option 1: DELETE this heading]</p> <p>Not applicable</p> <p>[Option 2: DELETE this heading]</p> <p>One-off Funding will be paid to You in a single instalment, within 28 days after the Schedule Start Date.</p> <p>[Option 3: DELETE this heading]</p> <p>One-off Funding will be paid to You in a single instalment, within 28 days after achievement of [insert milestone(s)].</p>

9. SPECIAL CONDITIONS

The following Special Conditions apply:

[insert]

10. ATTACHMENTS

Attachment	Name	Reference